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COLLECTIVE BARGAINING AGREEMENT

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Between

BOARD OF FIRE COMMISSIONERS  
HAMILTON TOWNSHIP FIRE DISTRICT NO. 9

and

NEW JERSEY F.M.B.A. LOCAL NO. 84

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Covering the Period between January 1, 1994 and December 31, 1997

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Prepared by the Law Offices of:

DANIEL J. GRAZIANO, JR. AND ASSOCIATES  
3685 Quakerbridge Road  
Trenton, New Jersey 08619  
(609) 890-0400

BY: Daniel J. Graziano, Jr., Esquire

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AGREEMENT, made this 14<sup>th</sup> day of December 1994  
by and between the Board of Fire Commissioners, Hamilton Township  
Fire District No. 9, herinafter referred to as the  
"Commissioners", and the Fireman's Mutual Benevolent Association  
(Local #84), hereinafter referred to as "FMBA".

ARTICLE I. Purpose

It is the purpose of this Agreement to define the terms and  
conditions of employment for members of the bargaining unit.

ARTICLE II. Recognition

Section 1. The Commissioners recognize FMBA Local #84 as  
the exclusive bargaining representative for all paid fire  
prevention and suppression employees of the Commissioners of Fire  
District No. 9, Hamilton Township.

Section 2. Excluded are:

- A. Supervisors
- B. Confidentials
- C. Managerial Executives
- D. Volunteer firefighters who are not paid employees  
of the District
- E. Police and craft employees
- F. Professionals
- G. Non-firefighting employees.

ARTICLE III. Duration of Agreement

The Commissioners and the FMBA agree that the duration of this Agreement shall be for a period of three (3) years commencing January 1, 1994 and ending December 31, 1997. This Agreement shall remain in full force and effect during collective negotiations between the parties beyond the date of expiration (December 31, 1997) set forth herein until the parties have agreed mutually upon a new Agreement.

ARTICLE IV. Discrimination

The Commissioners and the FMBA both recognize that there shall be no unlawful discrimination by reason of sex, age, handicap, creed, race, origin and residency as far as employment and promotions are concerned or as far any application for employment or job or as condition of employment. The Commissioners further agree that they will not interfere with nor discriminate against any employee because of membership in, or legitimate activity on behalf of FMBA Local #84, or do anything to interfere with the exclusive representation of the employees in the appropriate bargaining unit.

ARTICLE V. Sick Time and Disability Provisions

Section 1. Each employee shall receive twelve (12) hours sick time per month for a total of one hundred and forty-four (144) working hours per year from the date of employment to the

SEE 4A: 6-1.3 (a) 2. 15 DAYS / ~~YEAR~~ MONTH

date terminal leave commences. Sick time shall be cumulative and each employee shall be paid for one half of their accumulated sick time upon retirement, in the Hamilton Township Fire District No. 9, up to a maximum for each employee of \$16,000.

Section 2. Payment for accumulated sick leave shall be calculated by dividing the highest base salary attained by that employee at the time of termination of employment (excluding overtime) by fifty two (52). Said calculation will arrive at a weekly rate, which shall then be divided by forty two (42). Said calculation will arrive at an hourly rate, which shall be multiplied times fifty percent (50%) of accumulated sick time, thus arriving at the amount of the lump sum payable to the employee, not to exceed \$16,000.

Section 3. Each employee's sick time accrued prior to this Agreement shall be mutually agreed upon by both parties and shall be included in addition to sick time provided for by this Agreement.

Section 4. Employees who receive a disability retirement or a deferred retirement pursuant to P.E.R.S. or P.F.R.S. with three (3) or more years of service shall receive payments in accordance with Section 1 of this Article.

Section 5. An employee may take sick time for any of the following reasons:

a. Personal illness or personal incapacity to such an extent as to render the employee unable to perform his duties adequately.

b. Attendance to members of the employee's immediate family whose illness requires the care of such employee up to five (5) days. "Immediate family" throughout this contract shall mean "spouse and children."

Section 6. Employees are subject to disciplinary action by the Commissioners for the willful, malicious and negligent use of sick leave by the employee.

Section 7. Service connected disabilities shall be treated in the following manner:

a. Employees who are injured while in the performance of duty, sustain an illness directly related to the fire occupation or suffer work-connected injury or disability shall be granted leave of absence with full pay for lost time from work provided the injury or illness has been substantiated by a physician. Said sick leave will not be chargeable under sick time regulations. Any amount of salary or wages paid or payable to such an employee for disability leave, shall be reduced by the amount of workmen's compensation paid under the New Jersey Workmen's Compensation Act for Temporary Disability. Said leave shall be limited to a maximum of one (1) year from the date of injury.

b. The employee shall be required to present evidence by a certificate of an authorized physician that he is unable to work and, the Commissioners, may reasonably require the said employee to present such certificates from time to time.

c. In the event a conflict arises with respect to a definition of a major illness or injury between the parties, a meeting will be convened between the Commissioners and members of the Bargaining Unit for the purpose of arriving at a final determination.

d. In the event the employee contends that he is entitled to a period of disability beyond the period established by the treating physician, or a physician employed by the Commissioners or its insurance carrier, then, and in that event, the burden shall be upon the employee to establish such additional period of disability by obtaining a judgment in the Division of Workers' Compensation establishing such further period of disability and such findings by the Division of Workers' Compensation, or by the final decision of the last reviewing court shall be binding upon the parties.

e. For purposes of this Article, injury or illness incurred while the employee is attending a training program sanctioned by the Commissioners, shall be considered in the line of duty.

f. In the event a dispute as to whether an absence shall be computed or designated as sick leave or as to an injury on duty, the parties agree to be bound by the decision of an appropriate Workers' Compensation judgment, or, if there is an appeal therefrom, the final decision of the last reviewing court.

g. An injury on duty requiring time off for treatment, recuperation or rehabilitation shall not be construed as chargeable under sick time regulations.

h. Employees returning from authorized leave of absence, as set forth above, will be restored to their original job classification and shifts at the appropriate rate of pay with no loss of seniority or other employee rights, privileges or benefits.

Section 8. Any employee of the District who reports for duty and subsequently reports off duty due to illness will be charged against sick time only for those hours actually not worked.

#### ARTICLE VI. Bereavement

Any employee suffering bereavement by reason of death in his family, including spouses, children, parents, brothers, sisters, and "parent-in-laws" shall receive up to four (4) working days off with pay for the purpose of attending the funeral or arranging for his personal affairs to be computed from the day of

death to the day after the funeral. For grandparents, aunts, uncles and first cousins, up to one (1) working day. In special situations where the request is reasonable, such time may be extended up to seven (7) days. In construing this article, the Commissioners will give due consideration to the circumstances of any employee who has a death in the family out of state.

ARTICLE VII. Hours of Work and Overtime

Section 1. The work week for employees shall consist of an average of forty-two (42) hours per week over an eight (8) week cycle as follows as set by the Board of Fire Commissioners:

a. Rotating shifts consisting of ten (10) hour day shifts (7 a.m. - 5 p.m.) and fourteen (14) hour night shifts (5 p.m. - 7 a.m.); or

b. Steady shifts consisting of eight and one half (8 1/2) hour day shifts (8 a.m. - 4:30 p.m.) on Monday, Tuesday, Wednesday, Thursday and an eight (8) hour day shift (8:30 a.m. - 4 p.m.) on Friday.

Section 2. Work Schedule: Work schedules showing the employee's shifts, work days and hours, shall be posted at all times in the station, and a copy forwarded to the FMBA. Except in emergency, one (1) week advance notice will be given for the purpose of shift changes. Emergency is hereby defined as any



situation which jeopardizes the public health, benefit, safety, and welfare, as defined by New Jersey State Law, Hamilton Township Ordinance, or at the discretion of the Commissioners.

Section 3. Overtime:

a. Employees shall be compensated for overtime on an hourly rate based on a forty two (42) hour week.

b. An employee who is ordered in and recalled to work overtime for any reason by the Commissioners or their designee, or for any emergency by any authorized fire suppression officer within Fire District No. 9 shall receive a minimum of three (3) hours of overtime pay, computed at time and one-half of the employee's pay. Any employee not so ordered or recalled will not be subject to this minimum recall pay for time spent in such fire suppression activity.

c. If said employee is performing the responsibilities of another position or title this acting in the same capacity for longer than a two week period; said employee's salary should reflect that position or title salary for all time worked.

d. Paid firefighters shall be offered the right of first refusal with regard to any overtime situation created through the use of bereavement leave, sick leave, injury leave or any other cause for overtime sanctioned by the Commissioners.

ARTICLE VIII. Uniforms

Section 1. Drivers shall be supplied with a uniform consisting of dark blues and black shoes upon initial hiring. The driver shall be responsible for supplying a black belt. Four short-sleeved shirts to be worn from April 15th to October 15th. Four long-sleeved shirts to be worn from October 16th to April 14th. Four pairs of pants and one pair of coveralls. Coveralls are to be worn when working around fire station and apparatus and doing any other work which would excessively soil uniforms. No colored T-shirts are to be worn under uniform unless authorized by the Commissioners. Appropriate T-shirts will be provided by the Commissioners. No long-sleeved shirts are to be worn under a short-sleeved shirt. The uniform will be kept neat and clean at all times and shall be worn at all times when on duty. Badges, fire department collar pins, name tag, fire commissioners' patch and EMT will only be worn on the uniform. The fire commissioners' patch will be on left side 1" from shoulder seam. EMT right side down 1" from shoulder seam, badge on left side of shirt over top of pocket, name tag right side over top of pocket. No other patches or badges are to be worn. Exception to be made if medal for bravery was given to personnel.

Section 2. Any employee who had had his uniform damaged (including shoes) through no fault of his own shall have that

portion or all of his uniform completely replaced and the costs shall be borne by the Commissioners.

Section 3. After they have completed their probationary period employees shall receive up to three hundred and fifty dollars (\$350.00) uniform allowance each year payable upon presentation of vouchers demonstrating proof of purchase of authorized uniform items. *P.O. SYSTEM WILL BE USED.*

ARTICLE IX. Health Benefits and Hospitalization

Section 1. The Commissioners shall provide to all unit employees and their families hospitalization and sickness insurance under the State Health Benefits Plan. The Commissioners shall also provide to all unit employees and their families major medical benefits pursuant to the State Health Benefits Plan.

Increased costs for option plans (like HMO), which are selected by the Employee, if authorized by the Employer, shall be borne by the Employee, if any.

Section 2. Dental Benefits: The Commissioners shall provide to all employees and dependents full dental coverage.

Section 3. Optical and Prescription Coverages: The Commissioners shall reimburse employees on presentation of appropriate receipts for optical care, prescription lenses and/or glasses, and prescription drugs to a maximum annual basis per employee in 1994 of three hundred and fifty dollars (\$350.00), in 1995 four hundred dollars (\$400), in 1996 four hundred and fifty dollars (\$450.00), in 1997 four hundred fifty dollars (\$450.00). The reimburseable expenses shall include expenses for the employee, spouse and dependent children.

ARTICLE X. Pensions

The Commissioners will provide pension and retirement benefits and contribution as heretofore to all employees covered by this Agreement under the Public Employees Retirement System or the Police and Firemens Retirement System pursuant to provisions of the statutes and Laws of the State of New Jersey.

ARTICLE XI. Vacations

Section 1. Yearly vacations shall be as follows:

- |                    |           |  |
|--------------------|-----------|--|
| A. After 1 year:   | 60 hours  | WILBUR,  |
| B. After 3 years:  | 96 hours  | WOODWARD, HELLER, HUMPHREY /<br>MURDOZA, MYERS |
| C. After 6 years:  | 132 hours |  |
| D. After 10 years: | 180 hours | ANDERSON + GROSSE                              |
| E. After 14 years: | 228 hours |  |
| F. After 16 years  | 240 hours | VOORHEES                                       |

Vacation choices with respect to available dates shall be on the basis of seniority.

Section 2. Non-Cumulative: All yearly vacations and personal days must be completed prior to December 31st of each year. Effective January 1, 1995, any request to carry over vacation days must be made by October 31st of any year.

Section 3. Injured Personnel: Personnel injured in the line of duty preceding his vacation shall not be penalized and his vacation shall be rescheduled for a period which is mutually agreeable between himself and the Commissioners.

#### ARTICLE XII. Longevity

Annual longevity payment shall be made to employees as follows: After completion of six (6) years of service - 2% of annual salary, after completion of ten (10) years of service - 4% of annual salary, after completion of fifteen (15) years of service - 6% of annual salary, after completion of twenty (20) years of service - 8% of annual salary, after completion of twenty-four (24) years of service - 10% of annual salary.

ARTICLE XIII. Holidays

Section 1. The Commissioners agree to pay each employee, in addition to the regular salary and as additional compensation, ten (10) days each year. Such compensation is equal to twelve (12) hours pay at the employee's individual hourly pay. This payment is to be made on the first pay day in November. Employees hired during the year shall receive a pro-rata share of this holiday pay, just as any Employee who has commenced terminal leave during the year shall only receive a pro-rata share up to the commencement date.

Section 2. In a case of employees assigned to the day shift, identification of holidays shall be as follows: New Years Day, Good Friday, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Christmas Day, Election Day and Presidents Holiday. If a holiday falls on a Saturday or Sunday leave shall be taken on the day immediately before or after the Holiday.

ARTICLE XIV. Leave Without Pay

The Commissioners, upon request of an Employee and after reasonable written notice, may grant a six (6) month leave of absence without pay to the said Employee. Said leave may only be

granted by the Commissioners when the Commissioners receive a written request signed by the Employee and endorsed by his immediate supervisor. The Commissioners may extend such leave for an additional six (6) months. If, however, the said Employee overstays such leave, his employment with the Fire District shall be deemed to have terminated. Seniority of the Employee shall continue to accumulate during such leave.

ARTICLE XV. Salaries

Section 1. The employees with Fire District No. 9 shall have paid in accordance with the following schedule effective January 1, 1994.

Firefighter/Driver

	<u>1994</u>	<u>1995</u>	<u>1996</u>	<u>1997</u>
Step I	\$22,600	\$23,504	\$24,444	\$25,422
Step II	\$23,504	\$24,444	\$25,422	\$26,439
Step III	\$24,444	\$25,422	\$26,439	\$27,497
Step IV	\$25,422	\$26,439	\$27,497	\$28,597
Step V	\$26,439	\$27,497	\$28,597	\$29,741
Step VI	\$27,497	\$28,597	\$29,741	\$30,931

Firefighter/Driver/Inspector/EMT

	<u>1994</u>	<u>1995</u>	<u>1996</u>	<u>1997</u>
Step I	\$28,071	\$29,194	\$30,362	\$31,576
Step II	\$29,436	\$30,613	\$31,838	\$33,112
Step III	\$30,801	\$32,033	\$33,314	\$34,647

1994

1995

1996

1997

-15-

Step IV	\$32,157	\$33,433	\$34,781	\$36,172
Step V	\$33,532	\$34,873	\$36,268	\$37,719
Step VI	\$34,896	\$36,292	\$37,744	\$39,254

No employee employed as of January 1, 1994 shall be transferred from the Firefighter/Driver/EMT guide to the Firefighter/Driver guide unless he fails to maintain appropriate certificates and license. Any employee hired after January 1, 1994 shall be moved to the Firefighter/Driver/EMT guide if he is required to qualify as an EMT and perform EMT duties.

#### Fire Marshall

<u>1994</u>	<u>1995</u>	<u>1996</u>	<u>1997</u>
\$32,099	\$33,383	\$34,718	\$36,107
\$33,281	\$34,612	\$35,996	\$37,436
\$34,463	\$35,841	\$37,274	\$38,765
\$35,645	\$37,070	\$38,552	\$40,094
\$36,827	\$38,299	\$39,830	\$41,423
\$38,009	\$39,528	\$41,108	\$42,752

Section 2. All employees hired after January 1, 1994 will advance on the salary guide on the anniversary date of their hiring unless they have reached the maximum step.

Section 3. The above salaries are intended to cover base salaries only and are not to limit longevity stipends, overtime pay, etc. with respect to those Employees who are entitled to same.



ARTICLE XVI. Grievance Procedure

A grievance is defined as any dispute, controversy or issue involving the interpretation, application or violation (alleged or otherwise), of any provision of this Agreement.

A grievant is defined as any individual or entity which has been, is being or may be affected by any issue or controversy or dispute or application as indicated in the definition of a grievance.

Where disciplinary proceedings have been instituted, the grievance procedure shall not be available during the pendency of such disciplinary proceedings for issues arising out of the subject matter of the charges. Any issues finally determined or resolved during or in the course of a disciplinary proceedings shall be considered a final disposition as to those issues for the purpose of any subsequent grievance. All other rights and benefits under this Agreement shall be available to the subject employee during the pendency of any disciplinary proceedings.

Grievances, disputes or controversies which may arise shall be resolved in the following manner:

Section 1. A written grievance shall meet the following specifications:

- a. It shall be specific.
- b. It shall contain a synopsis of the facts giving rise to the dispute, controversy or issue.
- c. It shall specify the section of the Agreement of Rule or Regulation or Statute which has been allegedly violated,

misapplied or as to which the dispute arises.

d. It shall state the relief requested.

e. It shall contain the date of the alleged dispute, controversy or issue.

f. It shall be signed by the grievant.

Section 2. Times as indicated exclude Saturday, Sunday and legal holidays, except where calendar days are indicated.

Section 3. Step Procedures:

Step One: Within twenty (20) calendar days after its occurrence, or within twenty (20) calendar days after he knew or should have known of its existence, the aggrieved Employee's grievance shall be discussed verbally with the Commissioner in charge and if resolved, no further action shall be taken. If not resolved on an informal discussion basis within five (5) working days, the grievance shall be reduced to writing within seven (7) calendar days, signed by the aggrieved and submitted to the Personnel Supervisor. In no event shall a grievance be initiated more than twenty (20) calendar days after its occurrence or more than twenty (20) days after the grievant first knew or should have known of its existence. The Personnel Supervisor shall investigate the grievance and provide a written answer to the grievant within seven (7) calendar days of the date of submission. The time limit in preparing a written grievance or written response may be waived by mutual agreement.

Step Two: In the event the grievance is not resolved at Step One, or if no written response is received by the grievant,

then the grievance shall be submitted in writing, by the grievant, to the Board of Fire Commissioners. The Commissioners shall submit their written answer, to the grievant, within fourteen (14) calendar days. This time limit may be waived by mutual agreement.

Step Three: In the event the grievance shall not have been resolved at Step Two, then the grievant may seek relief at arbitration as herein specified. In all respects the initiation of binding arbitration of Court process shall begin within forty-five (45) days after receipt of a written resolution from the Commissioners.

Section 4. Arbitration

a. Arbitration requests shall be directed to the Public Employment Relations Commission subject to the rules then existing of such agency. The aggrieved party shall copy the other party on its request. The request shall specify the particulars of the grievance and the Contract provision(s) allegedly violated.

b. The selection of the independent arbitrator shall be made pursuant to the rules then existing of the Public Employment Relations Commission.

c. As promptly as possible after the arbitrator has been selected, the arbitrator shall conduct a hearing between the parties and consider the subject matter of the dispute. The decision of the arbtrator will be served upon the employee or

employees aggrieved, the Commissioners and the FMBA in writing. It shall be the obligation of the arbitrator, to the Commissioners and the to the FMBA, to make his best effort to rule on the cases heard by him within twenty-one (21) calendar days after the hearing.

d. Unless otherwise mutually agreed, the submission to the arbitrator shall be based on the original written grievance and issues submitted in the grievance procedure at Step One. This paragraph shall not be construed so as to limit the submission of proofs by the parties.

e. The decision of the arbitrator is final and binding upon both parties and the grievance shall be considered permanently resolved.

f. The expenses of the arbitrator shall be shared equally by both parties. Each party shall make arrangements for any pay the witnesses which are called by it.

#### ARTICLE XVII. Maintenance of Benefits

The parties hereby agree that all benefits and conditions of employment presently in effect for employees be maintained except where modified pursuant to this Agreement.

#### ARTICLE XVIII. General Provisions

a. Both the Commissioners and the FMBA acknowledge that this Agreement is a fair agreement and both parties agree that no

modification of waiver or any of the terms of this Agreement shall be valid unless in writing, signed and acknowledged by both parties. No waiver of any breach herein or default of same or similiar nature. Further, the waiver of any breach of conditions of this Agreement by either party shall not constitute a precedent in the future enforcement of the terms and conditions thereof.

b. It is understood and agreed by and between the Commissioners and the FMBA that if any part of this Agreement is in conflict with applicable State or Federal laws, that such part shall be suspended and the appropriate applicable provision shall prevail; the remainder of this Agreement shall not be affected hereby.

c. Notwithstanding and prior Articles, all paragraphs of this Article or provisions of this Agreement may be changed or altered provided both parties mutually agree in writing.

#### ARTICLE XIX. Post-Termination Employment

Any Employee whose services are terminated, and who is in good standing, and who is called to testify or assist in any proceeding, including but not limited to criminal and civil cases, administrative hearings, disciplinary hearings and so forth, that he investigated or was involved in prior to

termination of his services, shall be compensated for such appearances by day's pay at the present prevailing rate at the same compensation as paid to the Employees in the rank he held immediately prior to his termination exclusive of overtime. Employees who are required to appear for such appearances shall also be compensated for travelling expenses.

#### ARTICLE XX. Personnel Files

There shall be one Fire District No. 9 Employee file, and the Employees shall have the rights to examine their files at a reasonable time. Employees shall have the further right to rebut any derogatory materials included in their files. No reasonable request to view a file shall be refused, however, reasonable notice shall be required, except that an Employee shall be limited to viewing his file during regular business hours. Furthermore, a log shall be maintained indicating when a file has been viewed, by who, and whether any materials have been removed or photocopied.

#### ARTICLE XXI. Employee Representation

Section 1. The FMBA must notify the Commissioners as to the names of stewards and accredited representatives. No more than one steward and alternate is to be designated for each station.

Section 2. Representatives of the FMBA, who are not employees of this fire department, will be permitted to visit with employees during working hours at their work stations for the purpose of discussing FMBA representative matters by notifying the Commissioner in charge provided that adequate notice is given and it doesn't interfere with normal operations.

ARTICLE XXII. Management Rights

There are no provisions in this Agreement that shall be deemed to limit or curtail the Commissioners in any way in the exercise of their rights, powers and authority which the Commissioners had prior to the effective date of this Contract unless and only to the extent that provisions of this Agreement curtail or limit such rights, powers and authority. These rights, however, shall be exercised reasonably, in accordance with this Agreement and for good cause.

ARTICLE XXIII. FMBA Business Leave

Section 1. Negotiations: The employees of the FMBA Negotiating Committee shall be permitted to change shift assignments for all meetings between the Commissioners and the FMBA for the purpose of negotiating the terms of an agreement, when such meetings take place at a time during which such employees are scheduled to be on duty.

Section 2. Grievance: The employees of the FMBA Grievance Committee shall be permitted to change shift assignments for all meetings between the Commissioners and the FMBA for the purpose of processing grievances, when such meetings take place at a time during which such employees are scheduled to be on duty.

ARTICLE XXIV. Dues Check-Off

The Employer agrees to check-off FMBA dues and assessments uniformly arrived at and pay over such money to the duly elected treasurer of the FMBA. Employees will file authorization forms with the Employer, signed by each Employee prior to such deduction.

ARTICLE XXV. Miscellaneous Provisions

Section 1. In the event of retirement or death, the Employee or his Estate shall receive his vacation and holiday pay accumulated as of that date. The Employee's vacation pay shall be in the same amount had he worked his standard schedule as presently computed.

Section 2. It is understood and agreed by the Commissioners, that employees shall be paid for their time attending and the cost of any courses which employees are required by the Commissioners to attend and complete. Further,



the Board will pay for tuition costs for college courses successfully completed by employees leading to a degree in fire science with the employee agreeing to reimburse the District for such tuition if the employee fails to continue in employment with the District for a two year period after completion of the program for every year of tuition (30 credit hours) for which he has been paid.

Section 3.

a. Any Employee who is ordered to active duty to a component of the United States Armed Forces shall be granted leave without pay for the period of such service without loss of seniority.

b. Consistent with state statutes and regulations, all members of the National Guard or Reserves shall be granted time off to attend required drills. Such time off shall be granted in addition to vacation and sick time.

Section 4. A copy of all notices regarding Fire Department business shall be sent by the Commissioners to the FMBA President and Station Steward at least one week prior to posting or disseminating to all Employees.

Section 5. The Commissioners will maintain Worker's Compensation Insurance for Employees pursuant to N.J.S.A. 34:15-1 et seq.

Section 6. Except as otherwise provided by law, Employee shall not be removed from his or her office, employment or

position for political reasons or for any cause other than incapacity, misconduct, or disobedience of rules and regulations established by the Commissioners for the government of the Fire District, nor shall such employee or officer be suspended, removed, fined or reduced in rank from or in office, employment or position therein except for just cause as hereinabove provided and then only upon a written complaint, setting forth the charge of charges against Employee. Said complaint shall be filed with Secretary of the Board of Fire Commissioners, and a copy thereof shall be served upon the Employee so charged, with notice of a hearing thereon designating its time and place, which shall be not less than ten (10) nor more than thirty-five (35) days from the date of service of the complaint. The above language is intended to comply with the requirements of N.J.S.A. 40A:14-49.

Section 7. Employees shall initially serve a one (1) year probationary period. Said period may be extended to a maximum of one and one-half (1 1/2) years by the Commissioners.

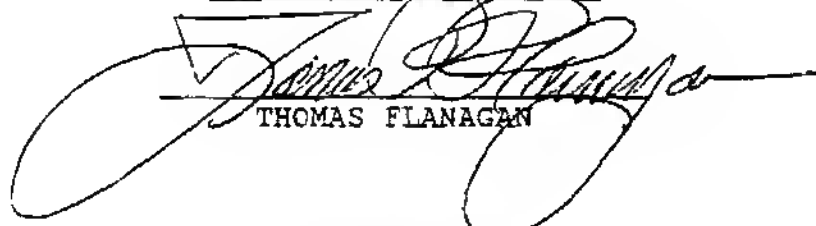
Section 8. Employees shall submit to an annual physical exam. Employees shall submit to their health insurance provider the bill for the required physical and any amounts not covered will be paid by the District and that the District will pay for any follow-up exam required as a result of the initial exam. Any second opinion or required follow-up exams shall be at a doctor of the employee's choosing.

Section 9. An employee may accept and be employed in any occupation during his off-duty hours, provided such occupation is not in violation of any federal, state or local law, and provided that such occupation does not cause a conflict of interest with his job as a firefighter. The Commissioners shall determine if such a conflict exists. Each employee shall notify the Commissioners and provide proof of workers' compensation coverage whenever off-duty employment has been accepted including, but not limited to, employment as a subcontractor or as a self-employed tradesperson.

Section 10. The attached Drug Policy will take effect as of July 1, 1995 as set forth below. The parties will continue to negotiate the Drug Policy issue until June 30, 1995. If no agreement is reached on or before June 30, 1995, the attached Policy will become permanently effective as of July 1, 1995.

IN WITNESS WHEREOF, the Employer has caused these presents to be signed by duly authorized Officers, and the Seal of the Board of Fire Commissioners, hereunto affixed, and the President of the FMBA hereunto affixed his hand and Seal, the day and year first above written.

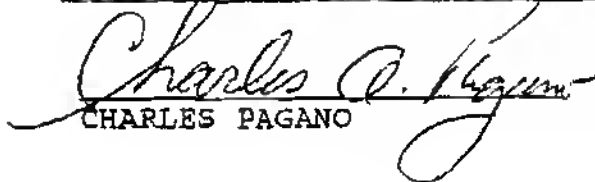
FOR THE COMMISSIONERS

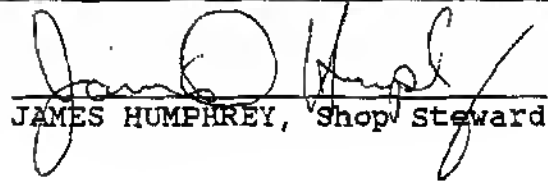
  
THOMAS FLANAGAN

ATTESTED BY:

  
DANIEL J. GRAZIANO, JR., ESQ.

FOR THE FIREMAN'S MUTUAL BENEVOLENT ASSOCIATION LOCAL NO. 84:

  
CHARLES PAGANO

  
JAMES HUMPHREY, Shop Steward